

**STATE OF MARYLAND**  
**Maryland Energy Administration**

**CLASS III SMALL PROCUREMENT (Under \$25,000)**

**Wind Mapping Services**

**PART I - PURPOSE**

The Maryland Energy Administration (MEA) is an agency of the State of Maryland. MEA is authorized by State law to maximize energy efficiency, increase the use of renewable and clean energy sources, and improve the environment. MEA is also engaged in the broader issues of sustainability, climate change and alternative transportation fuels and technologies.

MEA is seeking proposals for development of wind speed data mapping for offshore marine spatial planning.

**PART II – GENERAL INFORMATION**

**A. Incurred Expenses**

The State of Maryland will not be responsible for any costs incurred by any Contractor in preparing and submitting a quotation in response to this solicitation.

**B. Contractor Responsibilities**

The State of Maryland will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be responsible for all products and services required by this solicitation.

**C. General Contract Conditions**

Any contract resulting from this solicitation shall include the following contractual terms and conditions. (See generally, Code Of Maryland Regulations (COMAR) 21.05.07.06 (F) and (G)).

1. Parties to the Contract (including taxpayer identification numbers)
2. Scope of the Contract
3. Length of the Contract
4. Compensation and Method of Payment
5. Contract Modification Clause
6. Disputes Clause
7. Maryland Law Prevails Clause
8. Compliance with Maryland State Finance and Procurement Law Clause
9. Nondiscrimination in Employment Clause
10. Termination for Default Clause

11. Termination for Convenience Clause
12. Delays and Extension of Time Clause
13. Changes Clause
14. Anti-Bribery Clause
15. Identification of Procurement Officers

**D. Compensation**

The Contractor shall submit an invoice for the total hours worked for the period stated in the invoice for all activities performed as outlined in Part IV Scope of Work below. A proper original invoice shall be submitted to the Procurement Officer. Included with the invoice shall be a document detailing description of actual work performed and the hours associated with the work. The Contractor shall sign a statement on the detail that certifies the information is true and correct. Payments to the Contractor pursuant to any resulting contract shall be made no later than thirty (30) days after the State's receipt of a proper original invoice from the Contractor. Each invoice must reflect the Contractor's Federal Tax Identification Number, or Social Security Number.

**E. Protest**

The State of Maryland provides avenues for any vendor to protest against the award or the proposed award of a contract. All protests should be filed in accordance with COMAR Title 21, State Procurement Regulations, Subtitle 10, Administrative and Civil Remedies.

**F. Minority Business Enterprise Notice**

Minority business enterprises are encouraged to respond to this published solicitation and to obtain certification. Questions relevant to certification should be directed to the Maryland Office of Minority Business Affairs at (410) 767-8232.

**A Minority Business Enterprise Subcontracting Goal has not been established for this published solicitation.**

**G. Compliance with Law/Arrearages**

By submitting an offer in response to this solicitation, the Contractor, if selected for award, agrees that it will comply with all federal, state, and local laws, rules, regulations and ordinances applicable to its activities and obligations under the contract. By submitting an offer in response to this solicitation, the Contractor represents and warrants that it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and if

selected for award, that it shall not become so in arrears during the term of the contract.

#### **H. Compliance with Federal Stimulus Act Requirements**

Awards made through this solicitation are being funded in whole or in part with monies made available through the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA funds come with significant terms and conditions. By submitting an offer in response to this solicitation, the Contractor, if selected for award, agrees that it will comply with all ARRA laws, rules, regulations and guidance as set by the federal and State governments, including all requirements set forth in the ARRA Addendum (Attachment A to this solicitation).

#### **I. Acknowledgment of Amendments**

Although no amendments to this solicitation are anticipated, this solicitation requires the acknowledgment of the receipt of all amendments, addenda, and changes issues.

### **PART III – QUALIFICATIONS**

The Contractor's assigned personnel must have previous professional experience in the field of energy. The Contractor should:

- Have experience working with meteorological models and creating wind energy data layers for spatial planning purposes; and
- Have experience coordinating data layer interoperability.

### **PART IV - SCOPE OF WORK**

The Contractor shall provide specific technical services for the following:

- A. Design of an offshore wind speed and wind power data layer for Maryland's Atlantic coastal areas, including adjacent federal Outer Continental Shelf area up to 50 miles from the coast of Maryland.
- B. Contractor will be responsible for coordinating with various parties, including but not limited to the Maryland Department of Natural Resources and The Nature Conservancy to ensure that this data layer will be in the proper format and scope to be incorporated into an existing interactive mapping program. This data layer will give wind speed and power projections for the specified area in as high resolution as possible and at altitudes of 30 meters, 50 meters, 80 meters and, if possible, 100 meters.
- C. Data shall be presented in a form which will provide the highest value for determining areas of high wind speed suitable for offshore wind turbine deployment.

- D. Timeline:
  - a. Award of contract – 11/10/2009
  - b. Kickoff meeting – 11/16/2009
  - c. Completion and delivery of all work – 12/22/2009

## **PART V – PROPOSAL FORMAT**

All proposals shall be prepared in a straightforward and concise manner, delineating the Contractor's capabilities to satisfy the requirements of the published solicitation and, specifically, the requirements for the tasks listed in Part IV, Scope of Work. **While there are no specific page limitations, please be concise.** Proposals shall contain the following information:

- A. **Letter of Transmittal** – A Letter of Transmittal on the Contractor's business stationery will accompany the Technical Proposal. The sole purpose of this letter is to provide a record of transmittal of the proposal in addition to the receipt of all amendments, addenda, and changes issued. The letter should be brief and signed by an individual who is authorized to commit the Contractor to the services and requirements stated within the published solicitation.
- B. **Technical Proposal**
  - 1. Title Page -Contact information for the organization and all personnel who will perform the work; phone; fax, email or web addresses, and Federal ID numbers.
  - 2. Demonstration that the Contractor's personnel have the capacity to perform certain tasks listed in the Scope of Work and by the time set in the Scope of Work.
- C. **Price Proposal** – The Contractor shall prepare and sign a price proposal. The price proposal shall be in the form of a single hourly rate which shall apply to all Contractor-assigned personnel for the duration of the contract. Financial information submitted shall be irrevocable for a period of ninety (90) days after the due date of the proposal.

## **PART VI – EVALUATION CRITERIA**

A review panel consisting of MEA staff will review proposals and may interview Contractors. All proposals that are in compliance with requirements and qualifications will be evaluated based on the following criteria. Technical aspects are more important than price.

- 1. Contractor's Experience
- 2. Demonstration of Qualifications
- 3. Ability to meet demands in Scope of Work
- 4. Ability to maintain Deliverable Schedule requested

## 5. Price

If, upon review of the proposals, the review panel has further questions, Contractors may be invited to make oral presentations to MEA.

## **PART VII – BASIS OF AWARD**

MEA may, at its sole option, enter into discussions with each responsible Contractor and ask the Contractors to submit “best and final offers” before making an award. Thereafter, the award of the contract will be made to the responsible Contractor whose proposal is determined to be most advantageous to the State.

Electronic submissions of the Technical and Price Proposals in a portable document format (PDF, must be compatible with Adobe Acrobat Reader) are due to the attention of Maria Ulrich ([mulrich@energy.state.md.us](mailto:mulrich@energy.state.md.us)) at the Maryland Energy Administration by November 4, 2009 by 12:00 pm. A return e-mail will acknowledge receipt of the proposal.

Maria Ulrich  
Maryland Energy Administration  
1623 Forest Drive Suite 300  
Annapolis, MD 21403

Please address your questions to Maria Ulrich, (410) 260-7752.

## Attachment A- ARRA Addendum

### Special Terms and Conditions for ARRA-Funded Contracts

#### Wind Mapping Services Contract

These Special Terms and Conditions are expressly incorporated by reference into the wind mapping services solicitation terms and conditions. The Contractor agrees to abide by all terms and conditions contained herein, as well as any applicable federal and State laws and regulations.

This grant is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA or Recovery Act), federal regulations and ARRA implementing guidance from the federal government and the Maryland Energy Administration (MEA), as may be revised and updated from time to time (collectively “ARRA Requirements”).

The Contractor agrees that it will comply with all applicable ARRA Requirements, including modifications or additional requirements that may be imposed by law, future guidance and clarifications of ARRA Requirements.

The Contractor agrees that to the extent ARRA Requirements conflict with State requirements, the ARRA Requirements shall control.

**The Contractor agrees that if it or one of its contractors or subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, MEA may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to MEA under all applicable State and federal laws.**

#### 1. Recovery Act Information

The American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA or Recovery Act), was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Contractors shall use grant funds in a manner that maximizes job creation and economic benefit.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Recovery Act itself and as discussed below. The Contractor should begin planning activities for its contractors and subcontractors, including having them obtain a Dun & Bradstreet DUNS number (or updating their existing DUNS record) (see below for more information), and registering with the federal government's Central Contractor Registration (CCR) if applicable.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, the Contractor must ensure that it and its contractors keep separate records for Recovery Act funds, and ensure those records comply with the requirements of the Recovery Act.

The Federal Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific final procedural requirements for the new reporting requirements. The Contractor will be provided or otherwise made aware of these details as they become available. The Contractor must comply with all requirements of the Recovery Act. If the Contractor believes there is any inconsistency between ARRA Requirements and other contract terms and conditions, the issues are to be referred to the MEA for reconciliation.

## 2. Definitions

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the Recovery Act. Covered Funds will have special accounting codes and will be identified as Recovery Act funds.

"Non-Federal employer" means any employer with respect to Covered Funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

## 3. Segregation of Costs

The Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams.

No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

4. Restrictions of Use of Funds

Pursuant to ARRA, none of the funds provided through the wind mapping contract may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. Access to Records and Interviews

The Contractor agrees that with respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the Recovery Act, that the United States Inspector General or any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or the United States Comptroller General is authorized – (1) to examine any records of the Contractor or its contractors, any of its subcontractors, or any State or local agency administering such award that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and (2) to interview the Contractor or any officer or employee of its contractors or their subcontractors, or any State or local agency administering such award, regarding such transactions. Nothing in this Paragraph shall be interpreted to limit or restrict in any way any existing authority of the United States Comptroller General. **The Contractor shall include in all of its agreements with contractors and subcontractors who are performing work funded in whole or in part with ARRA funds pursuant to this award, and shall require all subcontractors to include with lower tier subcontractors, the language provided in this Paragraph.**

6. Whistleblower Protection

The Contractor and its contractors and subcontractors agree to abide by the requirements of Section 1553 of the Recovery Act, which are summarized below. They include, but are not limited to:

A. Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:



- Gross mismanagement of an agency contract or grant relating to ARRA funds;
- A gross waste of ARRA funds;
- A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- An abuse of authority related to the implementation or use of ARRA funds; or
- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

B. Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

C. Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

D. Requirement to Post Notice of Rights and Remedies: The Contractor (if it has employees), and any contractor or subcontractor employer receiving Covered Funds under ARRA shall post notice of the rights and remedies as required therein, including Recovery Act section 1553.

More information related to ARRA Whistleblower Protection requirements, including a downloadable poster, can be found at <http://www.oig.dol.gov/recovery/arrawhistleblowers.htm>.

7. False Claims Act

The Contractor and any of its contractors and subcontractors shall promptly refer to the United States Department of Energy or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

8. Information in Support of Recovery Act Reporting

The Contractor may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. The Contractor shall provide copies of backup documentation at the request of the MEA or its designees.

9. Reporting and Registration Requirements

The Contractor shall adhere to the following reporting requirements in addition to any other reporting requirements listed in the wind mapping solicitation terms and conditions, or otherwise made known to the Contractor by MEA:

- (a) This award requires the Contractor to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. **Information from these reports will be made available to the public.**
- (b) The reports are due to MEA no later than the fifth (5th) calendar day of each month, for the previous month's reporting data, in which the Contractor receives the assistance award funded in whole or in part by the Recovery Act.
- (c) The Contractor and its contractors must maintain current registrations in the federal government's Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The Contractor shall report to MEA no later than the fifth (5th) calendar day of each month, for the previous month's reporting data, the following information, as well as any changes, amendments or modifications to such reporting data.

- Contractor's legal name, address and any "doing-business-as" (DBA) name;
- Contractor's congressional district (can be found at <http://www.house.gov/zip/ZIP2Rep.html>);
- Amount of the Contractor's award from MEA;
- Location of project (if different from Contractor's legal address);
- All Contractor (and its contractor and subcontractor) names, addresses and DUNS numbers;
- A description of the services provided to MEA by the Contractor, its contractors and subcontractors.
- Number of jobs created and number of jobs retained through use of monies provided through the contract with MEA.

#### 10. Davis-Bacon and Buy American Requirements

It is not the intent of MEA or the Contractor to engage in any construction, alternation, maintenance or repair (including painting or decorating) activity as part of the products and services provided to MEA pursuant to the wind mapping contract. If the Contractor, or any of its contractors or subcontractors, does engage in construction, alternation, maintenance or repair (including painting or decorating) activity as part of the contract with MEA, it agrees to abide, and require its contractors and subcontractors to abide, with all ARRA provisions and associated federal regulations pertaining to federal prevailing-wage rates (Davis-Bacon) and Buy American requirements.

#### 11. Required Use of Maryland Workforce Exchange

This award is made possible in whole or in part by federal ARRA monies. To as quickly as possible help achieve the hiring of individuals into jobs that are ARRA-funded in whole or in part, the Contractor and any of its contractors and subcontractors shall:

- A. Post all jobs which are to be newly filled, whether for an entirely new job or for an existing job that is currently vacant, on the Maryland Workforce Exchange website of the Maryland Department of Labor, Licensing and Regulation. The link to the applicable website is: <https://mwe.dllr.state.md.us/default.asp?SessionUID=a>. Posting shall be done after funding is made available to the Contractor pursuant to this award, as part of "start-up" procedures to fulfill the requirements of this award.
- B. Continue to post for the duration of the wind mapping contract, on the Maryland Workforce Exchange new jobs that are created to perform under this award, and existing jobs that are filled as a result of turnover of existing employees that fully or substantially work under this award.
- C. Stipulate the requirements for posting job openings with the Maryland Workforce Exchange, as per clauses A and B of this Paragraph, as requirements for any contractor or subcontractor the Contractor uses in the

fulfillment of this award.

The requirements to post ARRA-funded job openings on the Maryland Workforce Exchange, as per clauses A, B and C of this Paragraph, are not meant to be the exclusive means for the Contractor or any of its contractors or subcontractors to hire employees. The Contractor or any of its contractors or subcontractors may use any other means of job advertising and recruitment, in addition to the use of the Maryland Workforce Exchange.